Smith, J. RR

Christopher M. Farella, Esq.
Alkida Kacani, Esq.
Epstein Becker & Green, P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 642-1900
CFarella@ebglaw.com
AKacani@ebglaw.com
Attorneys for Defendant
Regeneron Pharmaceuticals, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARGARET OROSZ 333 Mamaroneck Avenue White Plains, NY 10602, Plaintiff, vs. REGENERON PHARMACEUTICALS, INC. 777 Old Saw Mill River Road Tarrytown, NY 10591, Defendants.	CIVIL ACTION Civil Action No.: 7:15-cv-08504(NSR)(LMS) **STIPULATION AND ORDER OF CONFIDENTIALITY** With added ¶ 20 + attachment

The parties, Margaret Orosz ("Plaintiff"), and Regeneron Pharmaceuticals, Inc., ("Defendant"), (collectively "Parties"), by and through their attorneys of record, desire to obtain and exchange documents, materials, and information which contain confidential, private, or proprietary business, personal, or commercial information, and therefore agree as follows:

1. This Stipulation shall apply to all documents and things subject to discovery in this action produced either by a Party or a non-party in response to or in connection with any discovery concluded in this action, including without limitation, testimony adduced at depositions upon oral examination or upon written questions, answers to interrogatories,

documents and things produced (including documents and things produced to the receiving party for inspection and documents and things provided to the receiving party, whether in the form of originals or copies), responses to written or electronic discovery requests, information obtained from inspection of premises or things, and answers to requests for admission as well as any and all copies, abstracts, digests, notes and summaries thereof (the "Discovery Material").

2. Counsel for any Party or non-party producing or disclosing Discovery Material ("Producing Party") may designate as "Confidential" any Discovery Material which counsel believes in good faith discloses or contains any information not generally and lawfully available to the public, including but not limited to materials relating to attorney-client communications; attorney work product; trade secrets; internal investigations; self-critical analysis documents; business documents concerning proprietary information, business plans, policies and/or procedures; product-development information, plans, policies and/or procedures; customer or client information; confidential medical information; marketing plans, policies and/or procedures; any information of a personal or intimate nature regarding any individual; non-public financial information; any information regarding the internal policies and/or procedures of any Party to this action; non-disclosed material relating to ownership or control of any non-public company; documents concerning confidential and/or proprietary processes, policies and/or procedures; or any other category of information this Court subsequently affords confidential status.

3. Information of a sensitive nature such that counsel determines, reasonably and in good faith, that its dissemination cannot adequately be covered by the protections set forth in paragraph 2 above, such as personal identification numbers (*e.g.*, Social Security numbers or tax identification numbers), bank account numbers and financial account numbers may be redacted.

4. The Producing Party or any other party may designate any Discovery Material initially produced without a confidentiality designation, whether produced by that Counsel's client or by any other party, (or information contained in such previously produced Discovery Material), as "Confidential" if Counsel for that party determines, reasonably and in good faith, that such designation is necessary to protect the interests of the party in accordance with Paragraph 2 or 3. That Counsel shall have until thirty (30) days after receipt of the said Discovery Material within which to inform in writing all other parties that the Discovery Material or information contained in the Discovery Material is to be designated as "Confidential" in accordance with Paragraph 2 or 3, which period may be extended by agreement of the parties. Thereafter, all persons subject to this Stipulation will treat such designated portion(s) of the Discovery Material as "Confidential."

5. Discovery Material shall be designated as "Confidential" by plainly and clearly stamping the same with the legend "Confidential" or a substantially similar legend. The legend shall be placed in a manner which will not interfere with the legibility of the written information. Any documents so identified shall be subject to the provisions of this Stipulation until further order of this Court. Furthermore, the terms "Confidential" apply not only to the materials originally produced by the parties in this case but any derivative of such materials, including but not limited to copies, notes, summaries, or any other materials containing information located in Confidential Materials. The recipient is required to maintain Confidential Materials at all times in a secure manner.

6. All Confidential Materials produced and used during the course of this proceeding, including the hearing or trial thereof, and all information contained in those documents or materials, will be used by the recipient of the Confidential Materials for purposes

of the prosecution or defense of the above-referenced case only and may not be used by the recipient for any purpose other than in relation to the above-captioned litigation, inlcluding but not limited to, any business, commercial, competitive, personal or other litigation. In addition, Confidential Materials will not be discussed with, disclosed to, or used by anyone except:

a. Attorneys of record for any Party to this action, including partners and associates in any law firm, partnership, or corporation appearing of record in this case, and any other attorney participating in the prosecution or defense of the action;

b. Regular employees of any law firm, partnership or corporation appearing of record in this case, or otherwise participating in the prosecution or defense of the action, including paralegals, law clerks, legal interns, legal assistants, secretaries, and other clerical personnel;

c. Any Party;

d. Testifying and non-testifying experts retained by any Party for purposes of advising and assisting the parties and their attorneys in the preparation and presentation of their claims or defenses in this case, provided that such third parties are not competitors of any Defendant or is in any way employed or associated with a facility or enterprise that competes with any Defendant;

e. Vendors retained by or for the Parties to assist in preparing for pretrial discovery, trial and/or hearings including, but not limited to, litigation support personnel, jury consultants, individuals to prepare demonstrative and audiovisual aids for use in the courtroom or in depositions or mock jury sessions, as well as their staff and employees whose duties and responsibilities require access to such materials;

f. Interpreters and translators assisting Counsel for a Party and/or a Party;

g. Persons who authored, prepared or assisted in the preparation of the document or material;

h. Persons to whom the document or material, or copies thereof, was delivered or received prior to execution of this Agreement;

i. Any deponent or witness in the course of, or in preparation for, a deposition or testimony at the hearing or trial of this case;

j. Jurors used during the course of proceedings in this case;

k. Judges, court reporters, stenographers or interpreters during the course of proceedings in this case; and

l. As required by law or court order or in response to a request for the Confidential information from any government, regulatory, or self-regulatory entity having jurisdiction over the matters giving rise to the claim.

7. Any documents or materials designated "Confidential" shall be stamped as such, but the inadvertent failure to stamp/designate such shall not defeat a claim that a particular item is confidential. Any document or material that is initially produced without bearing a confidentiality designation shall not operate as a waiver of the right to assert such protection and any document or material may later be so designated as "Confidential."

8. In the event any Confidential Materials are filed with the Court, or included in, referred to, or attached to any pleading or other paper filed with the Court, or any brief submitted

to the Court during the course of proceedings arising out of this action, the filing party shall take all reasonable steps necessary to request that the Court maintain such information under seal and unavailable to the public.

9. Counsel for the Party claiming confidentiality may designate portions of a deposition as "Confidential" or either at the deposition by making a statement for inclusion in the deposition transcript, or thereafter by notifying opposing counsel in writing. All transcripts of depositions shall be treated as "Confidential" until thirty (30) business days after receipt thereof by counsel for the Party or third-party witness. Failure to designate a portion of a deposition as "Confidential" within thirty (30) business days shall not operate as a waiver of the right to assert such protection, and any portion may later be so designated as "Confidential." The reporter for any deposition will mark pages that contain testimony designated as "Confidential." Any portions of a deposition transcript discussing Confidential Materials shall automatically be deemed Confidential, regardless of designation. Similarly, any portions of a deposition transcript discussing information as described in paragraph 3 shall automatically be deemed "Confidential," regardless of designation.

10. This Agreement shall survive the termination of this litigation. Within thirty (30) days following completion of this case, all Confidential Materials, including copies that have been provided to any other persons, shall be returned to the attorney for the party who produced the documents or material without the retention of any copies, replications, or reproductions thereof, including electronic materials. Alternatively, with the written consent of the producing party, the Confidential Materials and copies may be destroyed. If this alternative is chosen, the destroying party will provide an affidavit to counsel for the other party that the destruction of Confidential Materials and all copies thereof provided for in this Agreement has been

accomplished fully. This provision shall not prevent attorneys of record for the parties from maintaining their files as long as this Agreement is followed.

11. Prior to any disclosure of Confidential Materials to persons specified in subsection 6(d)-(i) of this Agreement, the disclosing party shall provide a copy of this Confidentiality Agreement to such person who shall read it and agree in writing to be bound by its terms by signing the undertaking in the form of Exhibit A attached hereto, which counsel of the disclosing party shall maintain. If any such person refuses to sign the aforementioned form, the Parties can agree to certain procedures or apply to the Court on notice for appropriate relief on a case-by-case basis.

12. If any Counsel or Party proposes to disclose any Confidential Material, or the information contained therein, to any person not included in the above-listed categories of authorized persons, prior notice of at least 5 business days shall be given to other counsel. If counsel objects to the disclosure of documents, material or information, the document, material or information shall not be disclosed without an order by the appropriate court.

13. Nothing in this Confidentiality Agreement shall preclude any Party from applying to a court of applicable jurisdiction for additional or different protective provisions, including removing the designation of a document or information as a Confidential Material with respect to specific documents or information if the need should arise during this case. Before making any such application, the Party's counsel shall consult in good faith the other counsel in an effort to resolve the matter on an informal basis. If no agreement is reached, an application may be made to the Court on no less than ten (10) days written notice to other Parties. All such applications and the materials that are the subject thereof shall continue to be treated as "Confidential" until the Court rules or the application is otherwise resolved.

14. Nothing shall prevent a Party from withholding production of a document considered privileged (including, but not limited to, attorney-client or attorney work product) or otherwise restricted from production, despite the existence of this Confidentiality Agreement.

15. Nothing in this Confidentiality Agreement shall prejudice the rights of the Parties to object to any question, discovery request or production of particular Confidential Materials during discovery or at trial.

16. Nothing contained in this Confidentiality Agreement will affect or restrict the rights of any Party with respect to its own documents or information produced in this action.

17. Nothing in this Confidentiality Agreement will prevent any Party from producing any Confidential Discovery Material in its possession in response to a lawful subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction, provided that such Party gives written notice to the Producing Party as soon as reasonably possible, and if permitted by the time allowed under the request, at least 10 days before any disclosure. Upon receiving such notice, the Producing Party will bear the burden to oppose compliance with the subpoena, other compulsory process, or other legal notice if the Producing Party deems it appropriate to do so.

18. Each person who has access to Discovery Material designated as Confidential pursuant to this Confidentiality Agreement must take all due precautions to prevent the unauthorized or inadvertent disclosure of such material and shall maintain such information in a secure and safe area and shall exercise, at a minimum, the same standard of due and proper care with respect to the storage, custody, use and/or dissemination of such information as is exercised by the recipient with respect to the recipient's own confidential or proprietary information.

19. Violations by any person of any terms of this Confidentiality Agreement may be grounds for actual damages, including other penalties and sanctions in an amount deemed appropriate by the Court. The Parties agree that while this action is pending all claims arising out of this Agreement shall be made to the presiding Court. The Parties further agree that they select the U.S. District Court for the Southern District of New York as the exclusive venue for any claims arising out of or in connection with this Agreement made after the termination of this action. The Parties agree that the interpretation and application of the terms of this Agreement shall be governed by the laws of the State of New York, excluding its conflicts of law provisions that would result in the application of the laws of any jurisdiction other than New York.

Dated: June 22, 2015

20. This Order shall incorporate Standing Order M-10-468, dated Oct. 5, 2001, copy attached hereto.

SWARTZ SWIDLER, LLC

By: M. Miller
Matthew Miller
Attorney for Plaintiff

EPSTEIN, BECKER & GREEN, P.C.

By:
Christopher M. Farella
Alkida Kacani
Attorneys for Regeneron Pharmaceuticals, Inc.

SO ORDERED:

July 15, 2016

Lisa Margaret Smith
Hon. Lisa Margaret Smith, U.S.M.J.

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARGARET OROSZ
333 Mamaroneck Avenue
White Plains, NY 10602,

Plaintiff,

CIVIL ACTION

vs.

Civil Action No.: 7:15-cv-08504(NSR)

REGENERON PHARMACEUTICALS, INC.
777 Old Saw Mill River Road
Tarrytown, NY 10591,

Defendants.

--X

UNDERTAKING CONCERNING CONFIDENTIAL MATERIAL

The undersigned hereby acknowledges that he or she has read the Stipulation of Confidentiality, dated ________________, in the above-entitled action, that he or she understands the terms thereof, and that he or she agrees to be bound by such terms.

The undersigned further acknowledges that he or she must, within 30 days of the litigation's termination, either destroy said Confidential Materials and provide a certification to counsel for the appropriate Party attesting to said destruction, or return them to counsel for the Party who originally produced the Confidential Materials.

Dated: ____________________ By: ________________________

DOC # 25

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN THE MATTER OF RETENTION OF SEALED DOCUMENTS IN CIVIL CASES

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STANDING ORDER
M-10-468

U.S. DISTRICT COURT FILED OCT 05 2001 RJM S.D. OF N.Y.

MICHAEL B. MUKASEY, CHIEF JUDGE:

Any protective order in any civil case that provides for the filing of information under seal shall include the following provision:

"Sealed records which have been filed with the clerk shall be removed by the party submitting them (1) within ninety (90) days after a final decision is rendered if no appeal is taken, or (2) if an appeal is taken, within thirty (30) days after final disposition of the appeal. Parties failing to comply with this order shall be notified by the clerk that, should they fail to remove the sealed records within thirty (30) days, the clerk may dispose of them."

This order will be self-executing, in that the Clerk will treat all protective orders that direct the sealing of documents in civil cases as if they contain the above provision.

SO ORDERED:

Michael B. Mukasey,
U.S. District Judge

Dated: New York, New York
October 5, 2001

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